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04-MJ-00475-CMP

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

MIRZA M. AKRAM,

Defendant.

MAGISTRATE'S DOCKET NO.

CASE NO. 04-475M

COMPLAINT FOR VIOLATION

18 U.S.C. §§ 844(i) and 2

Before United States Magistrate Monica J. Benton, Seattle, Washington.

The undersigned complainant being duly sworn states:

COUNT 1
(Arson)

On or about July 9, 2004, at Everett, Washington, in the Western District of Washington, MIRZA M. AKRAM maliciously damaged and attempted to damage and destroy, by means of fire and explosive materials, a building, Continental Spices Convenience Store, located at 315 East Casino Road, Everett, Washington, used in interstate and foreign commerce and in activity affecting interstate and foreign commerce.

All in violation of Title 18, United States Code, Sections 844(i) and 2.

And the complainant states that this Complaint is based on the following information:

1 I, CHRISTOPHER TAYLOR, being first duly sworn on oath, do hereby depose
2 and say:

3 1. I am a Special Agent with the United States Department of Justice,
4 Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). I have been employed
5 in this capacity since January of 2001. In addition to being a graduate of the Federal
6 Law Enforcement Training Center and the ATF National Academy, I am a Certified
7 Explosives Specialist with the ATF and have received specialized training in the field of
8 arson and explosives, as well as numerous additional hours of classroom lecture
9 regarding the Federal firearm statutes. I have conducted numerous criminal
10 investigations involving violations of Federal firearms, explosives, arson and drug
11 statutes. I have in excess of eight (8) years experience as a Federal Agent. In addition,
12 I was previously employed as a Special Agent for the U.S. Customs Service and the
13 Immigration and Naturalization Service. The information contained in this affidavit is
14 based on my investigation and where noted, information provided to me by other law
15 enforcement officers.

16 2. This affidavit is made in support of an arrest warrant for MIRZA M.
17 AKRAM for one count of arson in violation of Title 18, United States Code, Section
18 844(i).

19 3. This affidavit is also made in support of an application for a search
20 warrant to search the residence of MIRZA M. AKRAM, located at 9324 Seventh
21 Avenue Southeast, Everett, Washington and the trailer located on the above listed
22 property belonging to MIRZA M. AKRAM for evidence of arson in violation of
23 Title 18, United States Code, Section 844(i).

24 4. On or about July 9, 2004 at approximately 4:08 A.M., Everett Police and
25 Fire Departments responded to a fire located at 315 East Casino Road, Everett, WA
26 which contained the Continental Spices Convenience Store, a Pakistani owned, Halal
27 grocery store. I was contacted by the Everett Police Department at approximately 5:38
28 A.M. and responded at approximately 8:30 A.M. to examine the scene.

1 5. On or about July 9, 2004 at approximately 8:45 A.M., I examined the
2 scene of the fire with an Everett Police Detective. The Everett Police Detective
3 collected an unburned red blitz style gasoline container that appeared to have
4 approximately one inch of gasoline inside. The gasoline can was located in the front
5 portion of the store, in close proximity to the seat of the fire. There were four Christian
6 style crosses written in white spay paint on the doors of several freezers. Also written
7 on a wall inside the store were the words "F U ARAB". Fire Department personnel
8 informed me that the front door of the store was unlocked upon their arrival and the
9 front window was intact. The cause of the fire was determined to have been arson.

10 6. On July 10, 2004, I interviewed MIRZA M. AKRAM, the manager of
11 the Continental Spices Convenience Store who informed me of the following:

12 a. Since November 2002, MIRZA M. AKRAM has been making
13 monthly payments to Sheikh Zahid, owner of Z.A. Trading Corporation to acquire
14 ownership of Continental Spices Convenience Store. The payments totaled
15 \$1,000/month and MIRZA M. AKRAM stated that he had approximately 12 to 18
16 months left in payments before he would actually own the store. The rent for the store
17 was paid each month to Windermere Realty located at 7100 Evergreen Way in Everett,
18 WA. The monthly rent was \$1,206.

19 b. When I asked about insurance coverage, MIRZA M. AKRAM stated
20 that he knew Z.A. Trading Corporation has an insurance policy with Farmers Insurance
21 that covered any loss dealing with the store. MIRZA M. AKRAM did not know the
22 name of the insurance agent or the policy number. MIRZA M. AKRAM said that
23 Shazad Azeem or Ahmed Sheikh would have more information about the insurance
24 policy.

25 c. When I asked about bank accounts, MIRZA M. AKRAM stated that
26 Z.A. Trading Corporation had a business account with Wells Fargo Bank. MIRZA M.
27 AKRAM also stated that the bank accounts for his store, the Continental Spices Store in
28 Seattle and the Z.A. Trading Corporation were the same account. MIRZA M. AKRAM

1 stated that he did not have a separate account for his store. MIRZA M. AKRAM said
2 that Shazad Azeem or Ahmed Sheikh would have more information about the bank
3 accounts.

4 d. When I asked about an alarm system within his store, MIRZA M.
5 AKRAM stated that it might be Edison Security or ADT. I asked if there was a keypad
6 that had to be activated when he opened or closed the store. MIRZA M. AKRAM
7 stated that there was a keypad in the rear of the store that had to be activated when he
8 opened the store and when he left the store at night. MIRZA M. AKRAM said that
9 Shazad Azeem or Ahmed Sheikh would have more information about the alarm system.

10 e. When I asked about the night of July 8, 2004, MIRZA M. AKRAM
11 stated that he closed the store at approximately 10 P.M. I then asked if he specifically
12 remembered locking the door and MIRZA M. AKRAM replied, "Yes". I asked why
13 the fire department would have found the door to have been unlocked and MIRZA M.
14 AKRAM replied, "He must have gone through the window then left through the door".
15 I then asked why he would think that about the window and MIRZA M. AKRAM
16 replied that the firemen told him the window was broke when he arrived there that
17 night.

18 f. I asked MIRZA M. AKRAM if he had activated the alarm system on
19 the evening of July 8, 2004, to which he replied, "No, I did not, I wanted to go back to
20 the store to take some meat there later that night, but I got tired and decided not to go
21 back. I never had any problems there; the seven-eleven is so close". I asked if he had
22 ever forgot to activate the alarm, he replied, "yes, a couple of times, you know like I
23 said, the seven-eleven was so close I never had any problems".

24 g. MIRZA M. AKRAM then told me that at approximately 4:21 A.M.
25 on July 9, 2004, Shazad Azeem called him on his cellular telephone and informed him
26 of the fire. MIRZA M. AKRAM believed that Shazad Sheikh had been notified about
27 the fire by ADT Alarm Company. MIRZA M. AKRAM responded to the scene within
28 five minutes of being notified of the fire.

1 h. MIRZA M. AKRAM then told me that approximately one week after
2 the decapitation of Nicholas Berg in Iraq, two white males came into his store and
3 were making racial insults and were being mean to him. The two people did not make
4 any threats against him and MIRZA M. AKRAM did not file a police report.

5 i. MIRZA M. AKRAM told me that he resided at 9324 7th Avenue
6 Southeast, Everett, Washington.

7 7. On August 12, 2004 I interviewed Shazad Azeem, Vice President of Z.A.
8 Trading Corporation regarding the arson at the Continental Spices Convenience Store.
9 During the interview, Azeem informed me that the Continental Spices Convenience
10 Store is legally owned by Z.A. Trading Corporation, which is "DBA" for Continental
11 Spices. Azeem's brother-in-law, Sheikh M. Zahid, owns Z.A. TRADING
12 CORPORATION. Z.A. Trading Corporation is a wholesale distributor of Pakistani
13 Spices, Foods and Wares and distributes these items throughout the Greater Seattle
14 area. Azeem also informed me that the Continental Spices Convenience Store has been
15 sold to MIRZA M. AKRAM, who is in the process of making payments to Sheikh
16 Zahid. Although Sheikh Zahid is still currently the legal owner of Continental Spices
17 Convenience Store, MIRZA M. AKRAM actually operates the store and serves "in
18 fact" as the owner. Azeem also noted that the "normal" gross revenues for the Everett
19 store has always been approximately \$9,000 - \$13,000 per month.

20 8. Azeem also informed me that on the night of July 8, 2004 MIRZA M.
21 AKRAM contacted Azeem regarding a meat delivery for the store in Everett. MIRZA
22 M. AKRAM told Azeem that he would come to the store to pick up some Halal meat to
23 sell in the Everett store. Azeem noted that this was common because MIRZA M.
24 AKRAM did not have the machines necessary to cut the meat inside of his store in
25 Everett. AKRAM came to Azeem's home at approximately 9:30 P.M. and picked up
26 frozen meat and loaded it into the trunk of his car. MIRZA M. AKRAM then told
27 Azeem that he was going back to the store to put the meat away. Later that same
28 evening at approximately 4:20 A.M., Azeem was called by ADT security regarding the

1 Continental Spices Convenience Store and Azeem immediately thought it was in
2 regards to the Aurora Avenue Store. The operator informed him that there was a fire at
3 the Everett store. Azeem called MIRZA M. AKRAM and then called Ahmed Sheikh
4 and notified them of the situation. Azeem and Ahmed Sheikh then went to the Everett
5 store to join MIRZA M. AKRAM. Upon arrival at the store, MIRZA M. AKRAM told
6 Azeem about a problem that he had with two white people approximately two weeks
7 ago and acted as if he had told Azeem this before. Azeem stated to MIRZA M.
8 AKRAM that he had never told him this before this date. MIRZA M. AKRAM then
9 asked Azeem to take the meat back from the trunk of his vehicle. Azeem was surprised
10 that MIRZA M. AKRAM never delivered the Halal meat to his store in Everett.

11 9. On August 13, 2004 I interviewed Ahmed Sheikh, Executive Operations
12 Manager of Z.A. Trading Corporation regarding the arson at the Continental Spices
13 Convenience Store. During the interview, Sheikh stated that beginning on
14 November 18, 2002, MIRZA M. AKRAM has been making monthly payments to Sheikh
15 Zahid, Ahmed Sheikh's brother and owner of Z.A. Trading Corporation to acquire
16 ownership of Continental Spices Convenience Store. The down payment was \$40,000 at
17 the time of the sale and monthly payments of \$640 until December of 2004. In December,
18 MIRZA M. AKRAM would be responsible to pay the balance of the loan, or they would
19 set up a new payment plan. Only after all payments had been made to Sheikh Zahid
20 would MIRZA M. AKRAM actually own the store. Sheikh then stated that he had been
21 associated with Z.A. Trading Corporation since 1997 and began running operations in
22 2000. Sheikh also noted that since 1997, the "normal" gross revenues for the Everett
23 store has always been approximately \$10,000 - \$14,000 per month.

24 10. As part of my investigation I obtained telephone toll records for MIRZA
25 M. AKRAM'S cellular telephone. My review of those records reveals that between the
26 hours of 12:14 a.m. and 4:01 a.m. on July 9, 2004, the day of the arson, there were
27 eleven telephone calls between MIRZA M. AKRAM'S cellular phone and a phone
28 registered to NAVEED MUHAMMAD KHAN. The fire was reported at 4:08 A.M. on

1 July 9, 2004.

2 11. On August 17, 2004 at approximately 11 A.M., an Everett Police
3 Detective and I interviewed NAVEED MUHAMMAD KHAN, a friend and close
4 associate of MIRZA M. AKRAM. During the interview, KHAN stated that he met
5 MIRZA M. AKRAM in June of 2003 through a mutual friend. They soon became good
6 friends and began to "hang out" some nights and on weekends. Approximately three
7 weeks before the arson at the Continental Spices Convenience Store, MIRZA M.
8 AKRAM stated to KHAN, "I should burn this store or sell it, I am losing money every
9 day. I need your help". KHAN repeatedly tried to talk MIRZA M. AKRAM into
10 selling the store but he would not listen. MIRZA M. AKRAM was not able to find a
11 buyer and became intent on burning the store to reap the financial benefit the insurance
12 would provide. MIRZA M. AKRAM offered KHAN \$2,000 to burn the store for him.
13 KHAN refused to take the money because it made him feel like more of a criminal and
14 agreed to help out of friendship.

15 12. On July 4, 2004, KHAN and MIRZA M. AKRAM were together for the
16 fourth of July weekend, MIRZA M. AKRAM stated that they should burn the store that
17 evening, but KHAN talked him out of it. KHAN argued that there were too many
18 people looking for fires on such a weekend and that it would definitely be noticed much
19 quicker than usual. MIRZA M. AKRAM told KHAN to pick up a rental car from
20 Bremerton and drive it up to MIRZA M. AKRAM's home on Thursday, July 8, 2004,
21 so they could burn the store that evening. KHAN then returned to Bremerton Navy
22 Base.

23 13. On July 8, 2004, KHAN rented a red ford vehicle from Enterprise in
24 Bremerton, WA and drove to MIRZA M. AKRAM's home located at 9324 Seventh
25 Avenue Southeast, Everett, Washington. Upon his arrival, MIRZA M. AKRAM
26 informed him that he had already poured gasoline inside the store and lit some incense
27 above the gasoline under the belief that the incense would burn down, then ignite the
28 gasoline. While at the house, KHAN was informed by MIRZA M. AKRAM that he

1 had already removed financial documents from the store and then showed them to
2 KHAN. MIRZA M. AKRAM informed KHAN that the records were removed so that
3 MIRZA M. AKRAM would not get "misled by creditors" when they were asking for
4 payments after the fire. MIRZA M. AKRAM then asked KHAN to drive by the store
5 and make sure the fire was burning, and if it was not, go into the store, knock over the
6 cash register, and start the fire. MIRZA M. AKRAM stated that he had left the store
7 unlocked and did not activate the alarm. MIRZA M. AKRAM then gave KHAN a blue
8 jacket with a hood to wear while in the area of the store. KHAN went to the
9 Continental Spices Convenience Store and noticed that it was not on fire. KHAN then
10 talked to MIRZA M. AKRAM via cell phone and informed him that the store was not
11 on fire. MIRZA M. AKRAM told KHAN that he would meet him at the store to put
12 some meat that he had in the trunk of his car inside the store so that he could claim it
13 on the insurance loss. KHAN stated that he waited for MIRZA M. AKRAM for quite a
14 while but never saw him drop off the meat inside the store. KHAN stated that he drove
15 around for several hours and might not have noticed if MIRZA M. AKRAM returned
16 to the store. KHAN waited until it appeared that the area was quiet and at
17 approximately 4:00 A.M., KHAN entered the store and immediately noticed the smell
18 of gasoline. KHAN attempted to knock over the cash register, then ran to the front of
19 the store where there was a red gasoline container on the floor. KHAN told me that this
20 container was similar to other gasoline containers KHAN had previously observed
21 while inside MIRZA M. AKRAM's home and trailer. KHAN noticed that gasoline was
22 already spilled on the floor and numerous other items in the immediate vicinity, so
23 KHAN grabbed the incense and dropped it into the puddle of gasoline on the floor. The
24 fire immediately ignited with a "woosh" sound and caught KHAN's lower pant leg on
25 fire. KHAN put out the fire on his leg and ran from the store. As KHAN drove away
26 from the store, he called MIRZA M. AKRAM and told him that the store was on fire.
27 MIRZA M. AKRAM then told KHAN not to call him and just to go back to
28 Bremerton. KHAN returned to base with the smell of gasoline on his pants, stopping

1 only in Gig Harbor to throw the blue jacket away. When asked about the spray painted
2 crosses and racial slurs written on the walls of the store, KHAN stated that MIRZA M.
3 AKRAM probably wrote them when he spilled the gasoline but he did not notice them
4 when he went inside the store because he was so nervous.

5 14. On or about August 11, 2004, KHAN drove to MIRZA M. AKRAM's
6 home in Everett, WA to visit. MIRZA M. AKRAM answered the door and
7 immediately shut the door in KHAN's face. KHAN then knocked again and MIRZA
8 M. AKRAM answered once again. MIRZA M. AKRAM told him never to come to his
9 house and not to call him. MIRZA M. AKRAM told KHAN that there was an
10 investigation going on and asked if the police had contacted him regarding the fire.
11 KHAN told him that the police had not contacted him. MIRZA M. AKRAM then told
12 KHAN that if he talked to the police, "you (KHAN) will not be breathing tomorrow".
13 KHAN understood this by the tone and MIRZA M. AKRAM's expression that he
14 would be killed if he talked to authorities. KHAN left the area and hasn't seen or
15 spoke to MIRZA M. AKRAM since then.

16 15. On August 17, 2004 I was informed by an ATF Forensic Auditor that
17 financial records for the Continental Spices Convenience Store located at 315 East
18 Casino Road, Everett, WA show gross sales averaging \$6,800 - \$11,000 month for the
19 fiscal year 2003. The most recent month's records are for June 1 through June 30,
20 2004, which is the month prior to the fire. Those records show gross sales as less than
21 \$3,000.

22 16. On August 17, 2004 I spoke to the Farmers Insurance Investigator who
23 informed me that MIRZA M. AKRAM was not an insured party on the insurance
24 policy. The Insurance Investigator also informed me of the following regarding the
25 insurance agent and the insurance policy in effect at the time of the fire at Continental
26 Spices Convenience Store:
27
28

1 a. The agent stated that Farmers insures ZA Trading, which is a
2 company that has three different locations doing business as Continental Spices. The
3 fire location is at 315 E Casino Road in Everett Washington. This business is a
4 restaurant deli. He insures Continental Spice at 7818 Aurora Ave North in Seattle
5 Washing, which is a grocery store and Continental Spice at 25 South Hanford in Seattle
6 Washington which is a warehouse. The agent has insured ZA trading since June 15,
7 1997. The agent believed Shazad Azeem to be the owner of the business, but after
8 meeting with both Azeem and Ahmed Shiekh, the agent now believes Ahmed Sheikh to
9 be the owner. The agent only dealt with Azeem regarding the policies. They came to
10 the agent for insurance as their grocery store was just down the street from the agent's
11 previous business address, which was on Aurora Avenue North.

12 b. The agent first wrote all three businesses under one account and
13 policy number, back in 1997. The agent stated that they were current on their
14 payments for the most part. They were late on a few occasions but the real problems
15 with their policies started when the insured changed bank accounts, which affected his
16 E-Z pay account with Farmers. The policies went out of force on July 26, 2003 for
17 non-payment. This was because the insured changed bank accounts so the E-Z
18 payments where never made. The insured advised the agent of the bank account
19 change and the agent attempted to notify commercial underwriting but it never got
20 straightened out. The agent sent a memo to commercial underwriting on November 18,
21 2003 with information regarding the insured new bank account and requested that E-Z
22 pay be drafted out of that account. During this time, Farmers sent the insured a \$910
23 refund check on November 19, 2003. The new E-Z pay was never set up so the
24 insured's policies remained out of force until February of 2004. The agent stated that
25 insured knew he was out of force become he received his cancellations notices and that
26 the insured was waiting until he could come up with the money to make his policy
27 current.
28

1 c. On February 19, 2004, the agent finally re wrote the polices as
2 new business. He attempted to reinstate the policies but could not because they had
3 been out of force for over 60 days. The agent believed he wrote all three locations but
4 he had not. He did not re write the 315 East Casino (fire location) policy. The agent
5 stated it was his mistake and that he and the insured thought all three locations had
6 policies in force. The agent stated that the mistake was made because the 315 East
7 Casino Road location needed to been written differently. The agent created paper
8 policies for the other two locations and assumed he did the same for the 315 East
9 Casino locations because that is how he wrote the policies in the past. The agent
10 received a fax on March 15, 2004 that stated he needed to write the policies as new
11 business.

12 d. The agent wrote the polices as new business and when he received
13 the policies in June of 2004 he called the insured and asked him to come to the office to
14 sign the polices. The agent stated he called the insured on two occasions in late June
15 but he does not know the exact dates. The agent got in touch with the insured in early
16 July and advised him that the policies were ready. The insured called the agent and
17 advised him would come to the office to sign the paperwork, either on the July 7, 2004
18 or July 8, 2004. The agent is not sure of the exact date of the phone call but he knows
19 the insured called before he came in on July 8, 2004.

20 e. Shahzad Azeem came to the agent's office on July 8, 2004 in the
21 afternoon to sign the polices. The insured noticed that the 315 East Casino locations
22 was not listed and wanted it to be added. The agent stated that he mistakenly did not
23 add that location but advised the insured that he could do so electronically and it would
24 only take a few minutes. The insured stated he could not wait and he left. The agent
25 continued with the paperwork for 315 East Casino Road and sent the paperwork to
26 commercial underwriting without the insured's signature and without receiving any
27 money from the insured. The agent stated that this is not out of the ordinary for him.
28 He stated he does that regularly for commercial buildings.

1 f. On July 9, 2004 at approximately 9:30 A.M., the insured,
2 Shazad Azeem and insured, Ahmed Sheikh came to the agent's office. It was at this
3 time that the agent realized that Ahmed was the owner of ZA trading by the way
4 Shazad interacted with Ahmed. Shazad and Ahmed did not tell the agent that a fire
5 had occurred at 315 East Casino Road five hours earlier. The agent presented an
6 Insurance proposal for the insured that was dated July 8, 2004. The agent also
7 submitted a Subscription Agreement that insured, Shazad Azeem signed and dated.
8 The date reads July 9, 2004. The agent also presented a memo that the agent signed and
9 dated on July 9, 2004 with the time listed as 9:40 A.M. The insured, Shazad Azeem
10 signed the form and dated it July 8, 2004. The agent stated he did not notice this at the
11 time but the insured could not have signed the document on July 8, 2004 because the
12 agent had not prepared the document at that time. The agent then submitted a payment
13 document that listed the insured paid \$382.82 on July 9, 2004 at 10:01 A.M. The
14 agent signed this document.

15 g. The agent stated he became aware of the fire when he saw it on the
16 news on Saturday, July 10, 2004. The agent stated that the insured came in on July 23,
17 2004 and made his payments current on the policy. They did not discuss the fire at that
18 time.

19 h. The agent believes there should be coverage for the insured for this
20 loss pertaining to the coverage dates. The agent believes that the insured believed they
21 had coverage for the loss and it was the agent's and underwriting mistakes that caused
22 the policy to go out of force. The agent stated he tried several times to start up the
23 insured's policy when it went out of force.

24 17. On August 17, 2004 I reviewed records that pertain to the effect
25 Continental Spices Convenience Store has on interstate commerce. According to the
26 insurance investigator, the building that houses Continental Spices Convenience Store is
27 owned by Wells Fargo Bank. Wells Fargo is a diversified financial services company,
28 providing banking, insurance, investments, mortgage and consumer finance from over

1 5,900 stores, the internet and other distribution channels across North America and
2 elsewhere internationally. The location is managed by Windermere Realty, which is a
3 Real Estate Sales and Property Management Corporation that employs over 6,000
4 agents in over 200 offices nationwide. Z.A.Trading Corporation leases this store and
5 pays \$1,206/month to Windermere Realty. Z.A.Trading Corporation, which owns and
6 is "doing business as" DBA Continental Spices Convenience Store grossed over
7 \$1,900,000 in nationwide sales for fiscal year 2003 according to tax records. The
8 Continental Spices Convenience Store had average gross sales of between \$7,000 -
9 \$13,000 month prior to the fire. Most of the products that were sold by Continental
10 Spices Convenience Store were purchased through Z.A. Trading Corporation. Z.A.
11 Trading Corporation purchased wholesale supplies from Canada, California, Texas and
12 other states and then sold them to Continental Spices Convenience Store in Everett and
13 Seattle. Z.A. Trading Corporation also sold wholesale merchandise to businesses
14 located in Atlanta, GA, Canada, California, Texas and other states throughout the
15 country.

16 18. I have been advised by an Everett Police Detective that he personally
17 drove by the residence located at 9324 7th Avenue Southeast, Everett, Washington and
18 he provided the following description: a two story (split level) single family residence,
19 tan in color with the numbers 9324 affixed to the front of the house. The residence is
20 on an "L" shaped lot with a large shop and a trailer on the property. The house and
21 outbuildings are situated off of 7th Avenue southeast and are accessed by a long
22 driveway. The house faces east with the outbuilding and trailer to the north of the main
23 residence. The property is fenced along the west side with a wooden privacy fence.

24 24. Based on the foregoing, I believe there is probable cause for the issuance
25 of a search warrant to search the residence and trailer of MIRZA M. AKRAM for
26 evidence of a violation of Title 18 U.S.C. § 844(i). This evidence may include:

27 a. Gasoline containers;
28

- 1 b. Financial documents pertaining to Continental Spices
2 Convenience Store and Z.A. Trading Corporation;
3 c. Telephone toll records; and
4 d. Spray paint cans.

5
6 
7 CHRISTOPHER TAYLOR, Complainant
8 Special Agent, ATF

9 Affidavit sworn to before me and subscribed in my presence, this 19 day
10 of August, 2004.

11 
12 MONICA J. BENTON
13 United States Magistrate Judge
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